



WEAKLEY COUNTY DEPARTMENT OF FINANCE

Shawn Francisco, Director of Finance

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November 25, 2014

Gentlemen:

The Weakley County Department of Finance will be receiving proposals
for the following service for the Weakley County Office of Emergency Management:

330 Foot Self Supporting Communications Tower

Attached please find a copy of the minimum specifications required. If you
are interested, your request for proposal should be submitted in accordance with the
attached instructions.

Thank you,

Shawn Francisco,
Director of Finance

**WEAKLEY COUNTY, TENNESSEE
REQUEST FOR PROPOSAL
RFP #2015 – 13**

The Weakley County, Tennessee Director of Finance will be accepting requests for proposals for the following service for the Weakley County Office of Emergency Management:

330 Foot Self Supporting Communications Tower

More information can be obtained from the Director of Finance Office, 8319 Highway 22, Suite B, Dresden, TN 38225 between the hours of 8:00 A.M. and 4:30 P.M.

Bids will be accepted **until 10:00 A.M., December 16, 2014**. RFP's should be sealed and marked on the outside of the envelope **"SEALED RFP # 2015- 13 – Communications Tower."**

RFP's may be hand delivered or mailed to:

Shawn Francisco
Director of Finance
Weakley County, Tennessee
8319 Highway 22, Suite B
Dresden, TN 38225

The Weakley County Department of Finance is an Equal Opportunity Employer and does not discriminate based upon race, creed, national origin or gender.

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The Owner has a preference for equipment which may be identified by a particular brand or model number, but will consider other materials or equipment which meet or exceed the details of these specifications. Any deviations must be stated in writing by the Bidder at the time of RFP submittal and shall include specific reasons as to why the deviation will render equivalent or better performance and reliability. Bidder should include any technical data sheets, brochures and/or statement that would be helpful in determining bid compliance with minimum specifications.

BID SPECIFICATIONS

Weakley County EMA is requesting proposals for a 330 foot self supporting tower with the following specifications.

The tower shall be a new solid rod, galvanized tower with EIA grounding, anchor bolts, climbing ladder, lightning rod, 6 hole waveguide ladder, safety climb 10 foot wave guide bridge. The tower is to meet EIA/TIA 222-G to withstand 90 MPH wind with no ice and 30 MPH wind with one inch ice, structural class II, topographical category 1 and exposure category C.

The tower is to be built to handle:

4x DB224 antennas mounted with 6 foot side arm mounts at 330 feet with 1 5/8 inch hardline,

4x DB224 antennas mounted with 6 foot side arm mounts at 275 feet with 1 5/8 inch hardline,

12x 8X1 panel antennas; 6x RRU's and 6x RRH's fed by 12 1 5/8 inch hardline, all mounted on a 12 way heavy duty sector frame at 220 feet for cell site,

4x UHF Yaggie antennas mounted at 200 feet with ½ inch hardline.

Four sets of P. E. stamped drawings will be furnished. Tower to be constructed to tower manufacturers specifications. A soil test has been performed by an independent contractor and did meet 4000 lb soil and has clear access. An FAA study for obstruction of flight way and environmental study for migratory birds, Indian burial grounds and wet lands has also been completed.

The Bidder will be required to furnish and install on tower the following:

- 1 DB420 UHF repeater antenna with 350 feet 1 5/8 inch hardline, connectors and grounding kits at top and bottom

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- 2 DB224 VHF repeater antennas with 350 feet 1 5/8 inch hardline, and connectors and grounding kits at top and bottom of tower
- 1 DB224 VHF repeater antenna with 350 feet 1 5/8 inch hardline, connectors and grounding kits at top and bottom of tower
- 4 6 foot side arm brackets for mounting antennas
- 8 1 5/8 inch hoisting grips
- 4 ½ inch hoisting grips
- 1 Dual lighting with red/medium intensity flashing white system (must have relay alarm indication of light failure)
- 1 copper bus bar at base of tower
- 4 7.5 db gain UHF yaggi antennas for the voting receivers with 220 feet ½ inch hardline and connectors per antenna
- 340 15/8 inch cable clamps
- 220 ½ inch cable clamps
- 1 10X12X9 foot prefab building with aggregate exterior equipped with heat and air conditioning to house radio equipment. The building will have a 3 foot metal door and a magnetic door lock with digital key entry and alarm panel key pad. The building will be wired to code with extra receptacles at each radio location mounted in the ceiling and along walls. Lighting will be furnished with building. The building is to have a 200 Amp disconnect, 200 Amp panel, steel skids, vinyl tile floor, grounding similar to R56 specifications, 12 inch cable tray, 2x 8PEEP polyphaser bulkhead antenna lightning protectors mounted in the wall. Price should include shipping, mounting and anchoring on a six inch thick concrete pad. The bidder will pour the pad and shall have rebar every 12 inches in two directions.
- 8 Polyphaser antenna lightning protectors
- 1 Tower grounding will be #2 copper ground wire cad welded to three 8 foot ground rods buried at base of tower (1 per leg) and connected to the building grounding system. A ground bus bar will be installed at the base of the tower for all

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BID SPECIFICATIONS

antennas to be grounded to and it shall be connected to the ground ring of the tower.

- 1 Grounding of the building will consist of ground rods at each corner of the building and 2 ground rods below the bulk head, all cad welded to each other and the tower ground by #2 copper wire. The ice bridge will be grounded and connected to the building grounding system. The wire is to be buried 2 feet around the building and tower base. There will be a ring ground inside the building connected to the 4 corners of the building and the bulk head. There shall be a cable tray above the relay racks and a #2 ground will be installed along the tray with #6 ground wire every 20 inches to ground the relay rack equipment.
- 1 15KW generator, LP gas fueled, with automatic transfer switch, 100 Amp, 2 pole, single phase. Battery charger, muffler, weather proof enclosure, with three year warranty will be furnished. There shall be an 8 foot ground rod at the generator connected by #2 copper connected to the building grounding system.
- 1 500 gallon LP gas tank filled with propane for the generator and grounded to building grounding system.
- 2 Eaton UPS with 2 extra batteries with com cards for monitoring battery levels through network.
- 1 Fire, Sheriff, EMS and Hwy repeaters will be monitored for forward power, reflected power and DC voltage. The tower site will also be monitored for AC power fail, door open alarm, room temp., LP gas level and tower light failure. Control stations for Fire, Sheriff, EMS and Hwy at dispatch will be monitored for forward power, reflected power and DC voltage. County Fire and Sheriff will be monitored for transmit audio at dispatch with new radios and face plates. Both Audio and visual alarms will be monitored on a new computer located at one position in dispatch.
- 1 Furnish new UHF 100 watt Digital FDMA mixed mode repeater for the Sheriff Dept., which includes the duplexer and power supply. The existing repeater will become back up in the event of outage.
- 1 Voter system for the Sheriff net.
- 1 Move the Kenwood TKR750 VHF 100 watt repeater for County fire dept. which includes the duplexer and power supply from current site on Red Hill Rd, Dresden, TN.

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- 1 Furnish new VHF 100 watt Digital FDMA mixed mode repeater and duplexer for the County Highway and School system which includes the duplexer and power supply. The old repeater will become a VTAC repeater.
- 4 Furnish new mobiles with 25 pin interface plug for the voter interconnect.
- 2 Dual rack mounts for the radios to be mounted in the relay racks
- 3 6 foot relay racks
- 1 40X40 foot chain link fence six feet high with 3 barbed wires on top and a 16 foot double gate using 2 inch line posts, 1 5/8 inch rail, 3 inch terminal posts and all structural frame work. Grounding of the fence at all corners, gates, barbed wires and fabric must be tied into the building grounding system
- 5 Modification of FCC license and frequency coordination for Sheriff, School, VTAC, EMS and Fire

Coverage maps for the existing system and the new tower shall be furnished. The tower is to be built heavy enough to handle a cellular carrier near the 220 foot level. This will give the County the capability to sell tower space and have recurring revenue to offset construction expenses.

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Responsibilities of the Prime Vendor

The successful Proposer shall be considered as the prime Vendor and shall be required to assume total responsibility for delivery, installation, and warranty of all hardware, software, engineering, and support services offered in the proposal, whether or not the Proposer is the direct manufacturer, producer, author, or supplier of them. Weakley County shall consider the successful Proposer to be the sole point of contact with regard to all contractual matters, including the performance, service, and payment of any and all charges resulting from the installation of the entire system configuration, and all other services performed. Failure to meet these obligations shall result in the cancellation of any contracts. Prior to final selection, proposers may be required to submit additional information which Weakley County may deem necessary to determine the Vendor's qualifications to complete the work.

New Equipment, Software Version

Vendor shall ensure that only the latest software/hardware versions are installed, regardless of what was submitted in the RFP.

Contractual Terms and Conditions

Contractual claims, whether for money or other relief, shall be submitted in writing to the Weakley County no later than 60 days after final payment. Written notice of the Vendor's *intention to file* such claim shall have been given at such time as the claim arises.

By signing this proposal, the Proposer certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

Transportation and Storage

The Vendor shall make all arrangements for transportation of equipment in suitable vehicles and by experienced equipment carriers. The Vendor is expected to maintain the site in a neat and organized manner, disposing of all debris and repairing any incidental damage, major or minor, caused by installation or transportation-related activities.

Systems Acceptance and Transfer of Title

System acceptance is the customer has accepted and certified the system as functioning and or performing based on the expectation of the customer and the requirements of this RFP.

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Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such cases may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but the failure or delay must be beyond control and without fault or negligence. If the Proposer's failure to perform is caused by the default of a SubVendor, and if such default arises out of causes beyond the control of both the Proposer and SubVendor, and without the fault or negligence of either of them, the Proposer shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the SubVendor were obtainable from other sources in sufficient time to permit the Proposer to meet the required delivery schedule. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Qualifications of Proposers

Weakley County may make such reasonable investigations as deemed proper and necessary to determine the ability of solicited and unsolicited Proposers to perform the work. Proposers shall furnish Weakley County all such information and data for this purpose as may be requested. Weakley County reserves the right to inspect Proposers' physical plants prior to award to satisfy questions regarding Proposer capabilities. Weakley County further reserves the right to reject any proposal if the evidence submitted by or investigations of such Proposer fails to satisfy Weakley County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

Reporting Schedule

The Vendor shall provide such reports, documents, descriptions, and schedules as are required by this specification. The Vendor shall further provide, during the entire period of the contract up to and including the time of acceptance, a monthly status report to Weakley County.

Warranty and Maintenance Support

Bidder shall warrant that all equipment performs in accordance with equipment specifications. The warranty shall remain valid for twelve (12) months from the date of equipment installation and acceptance. The warranty shall fully cover workmanship, materials, and labor on repairs. Under this warranty, the Bidder shall remedy at his own expense any such defect.

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Equipment of Current Production

Only new equipment/software of the latest design in current production will be considered and in no case will used, reconditioned or obsolete parts be accepted. Only equipment that meets current industry standards will be considered.

RFP's will be reviewed and awarded on the basis of the lowest and or best RFP as determined by the Director of Finance and the Emergency Management Director.

Owner reserves the right to reject any and or all RFP's.

No bidder may withdraw his RFP within 120 days of the actual opening thereof. RFP's will be contingent upon the funds approved by the Weakley County Commission

Additional Specifications

The Bidder's Certification and Bidder's Affidavit must be included with your submission to be considered a complete RFP packet. If your total RFP exceeds \$25,000 the following two requirements must be met and included with the RFP packet.

DRUG-FREE WORKPLACE AFFIDAVIT

Under the provisions of T.C.A. §50-9-113, January 1, 2001, employers with five (5) or more employees who contract with either the state or local government to provide construction services, for which the total cost of the contract is twenty-five thousand dollars (\$25,000) or more, are required to submit an affidavit stating that they have a drug-free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities.

RFP SECURITY

All RFP's in excess of \$25,000 are required to include a Bid Security. Make Bid Security payable to Weakley County, Tennessee in an amount equal to 5% of bid sum. RFP Security shall be in the form of Bid Bond issued by a surety licensed to conduct business in the State of Tennessee or Bidder may submit a Certified or Cashier's Check in lieu of the Bid Bond. The successful Bidder's security will be retained until he has signed the Contract Agreement and furnished the required performance and payment bonds and the required insurance certificate.

The Owner reserves the right to retain the security of the two next lowest bidders until the lowest bidder enters into a contract or purchase order agreement or until 30 days after bid opening, whichever is the shorter. All other bid securities will be returned as soon as possible. If a bidder refuses to enter into a contract, the Owner will retain his bid Security as liquidated damages, but not as a penalty.

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INSURANCE CERTIFICATES: The bidder who is selected to enter into a Contract Agreement for this work shall obtain and pay insurance coverage as set forth below. All insurance certificates are required to name Weakley County, Tennessee as additional insured as to General Liability and a Waiver of Subrogation for Workers Compensation coverage.

Insurance coverage must be presented to the Director of Finance within ten days after receipt of notice of bid acceptance. A formal Contract Agreement will not be signed until the successful bidder presents proper insurance coverage. If the successful bidder does not present proper insurance coverage with the ten-day period after receipt of notice of bid acceptance, the successful bidder will be disqualified.

Insurance coverage's under this section shall meet or exceed the following:

1. Workers Compensation:

Applicable Federal and State Statutory

Employer's Liability	\$500,000
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2. Comprehensive General Liability, including Products and Completed Operations, Broad Form Property Damage Liability, Contractual Personal Injury, and XCU Coverage (if applicable):

Bodily Injury Limits of:	\$500,000
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Annual Aggregate of:	\$500,000
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3. Automobile Liability to include Owned, Non-owned and Hired:

Bodily Injury and Property Damage

Combined Single Limit	\$500,000
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4. Excess Limits Liability:

Policy (Umbrella)	Not Required
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Furnish one (1) original and one (1) copy of Certificates of Insurance evidencing the required coverage. The Certificates must include the provisions that the owner shall be notified of any changes, deletions or cancellation of coverage within thirty (30) days of such action.

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INDEMNITY PROVISION: All bidders are to include provisions in their RFP to incorporate the following Indemnity Provision into their scope of work. This Indemnity Provision shall be deemed a part of any Contract and/or Purchase Order Agreement between the successful bidder and the Owner. To the fullest extent permitted by law, the Contractor and its subcontractors shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of the use resulting there from, and (2) is caused in the whole directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified there under. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the Owner or their agents or employees by any employee or any Contractor, any Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. In the event any provision or portion thereof should be deemed illegal or unenforceable, then all the remaining terms of this provision shall be fully legal and enforceable.

EXECUTION OF CONTRACT: Bidder shall be prepared to execute a formal Contract Agreement within ten (10) days after receipt of notice of RFP acceptance and/or to immediately proceed with work upon the issuance of a written Notice to Proceed.

Bidders shall upon receipt of a Letter of Intent/Notice to Proceed shall with an adequate force and adequate equipment on a date specified in a written Notice to Proceed from the Owner and to complete the Work in the time stipulated.

BIDDER'S CERTIFICATION

The Director of Finance requests, as a matter of policy, that any consultant or firm receiving a contract or award resulting from this Request for Sealed Bid issued by the County of Weakley, Tennessee, shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to our firm, partnership or corporation that no members of the elected governing body of Weakley County or member of his or her immediate family, including spouse, parents or children or any person representing or purporting to represent any member or members of the elected governing body, has received or has been promised, directly or indirectly any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract under a Request for Proposal.

Handwritten Signature of Authorized Principal(s):

Name: _____

Title: _____

Name of Firm/Partnership/Corporation:

Date: _____

EXHIBIT D

BIDDER'S AFFIDAVIT NO. 1

TO: Director of Finance
Weakley County, Tennessee

Having examined the General Bid requirements and specifications, we hereby submit this bid or bids. We further propose that the prices are correct and accurate and will remain in effect for ____ days. If the proposal or bid is accepted, the prices will remain in effect until the merchandise is delivered and installed. In the event that subsequent orders are placed for items included in this bid, the price will remain in effect for ____ days from the date of bid opening.

Date: _____

Signed: _____

Company Address: _____

Phone: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____,
an employer of five (5) or more employees contracting with _____
County government to provide construction services, hereby state under oath as
follows:

1. The undersigned is a principal officer of _____
(hereinafter referred to as the "Company"), and is duly authorized to execute this
Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. Section 50-9-113, which
requires each employer with no less than five (5) employees receiving pay who
contracts with the state or any local government to provide construction services
to submit an affidavit stating that such employer has a drug-free workplace
program that complies with Title 50, Chapter 9, of the *Tennessee Code*
Annotated.
3. The Company is in compliance with T.C.A. Section 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____,
with whom I am personally acquainted (or proved to me on the basis of
satisfactory evidence), and who acknowledged that such person executed the
foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____ 14 _____